

FILED

MAY 25 2022

U.S. DISTRICT COURT  
EASTERN DISTRICT OF MO  
ST. LOUIS

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

UNITED STATES OF AMERICA, )  
                                  )  
Plaintiff,                    )  
                                  )  
v.                            )  
                                  )  
JOHN COLLINS-MUHAMMAD,    )  
LEWIS REED, and            )  
JEFFREY BOYD,             )  
                                  )  
Defendants.                )

4:22-cr-00297 SRC/SPM

INDICTMENT

The Grand Jury Charges:

At all times relevant to the Indictment:

General Allegations.

1. The City of St. Louis, Missouri was a governmental entity that received federal assistance in excess of \$10,000 during each of calendar years 2020, 2021, and 2022.
2. The St. Louis Board of Aldermen (hereinafter referred to as the “Board of Aldermen”) was the legislative branch of St. Louis city government, and legislative authority in the city was vested in its twenty- eight members. It was a primary function of the Board of Aldermen to enact Ordinances through the passage of Board Bills relating to city services, the licensing and regulating of businesses, and other municipal activities including real estate property Tax Abatements. It was one of the functions of Aldermen to issue Letters of Support that communicated support for real estate development projects proposed for land located in their

respective Wards, as well as real estate property Tax Abatements for those projects, which letters were instrumental in securing governmental action or inaction relating to the proposed projects.

3. Section 576.020 of the Missouri Revised Statutes made it a felony crime for any public servant, including a St. Louis City Alderman, to knowingly accept or agree to accept any benefit, direct or indirect, in return for his official vote, opinion, recommendation, judgment, decision, action or exercise of discretion as a public servant.

Section 576.040 of the Missouri Revised Statutes made it a misdemeanor crime for any public servant, including a St. Louis City Alderman, in such person's public capacity or under color of such person's office or employment, to knowingly receive any fee or reward for the execution of any official act or the performance of a duty imposed by law or by the terms of his employment, that is not due.

4. Section 4.02.010 of the St. Louis City Code of Ordinances, which applied to St. Louis City Aldermen, stated in part, that: "No officer or employee shall, for private gain, grant any special consideration, treatment or advantage to any person. Nor shall any officer solicit or accept any payment or gift of money or any other thing of value for any service performed in his official capacity nor for the doing of any act which he is required by law to do."

5. The St. Louis Development Corporation (hereinafter referred to as "SLDC") was the economic development agency of the City of St. Louis. The Land Clearance Redevelopment Authority (hereinafter referred to as "LCRA"), a department of the SLDC, oversaw many aspects of public and private real estate development in the City of St. Louis. One of the primary functions of LCRA was to review development proposals that included requests for public assistance in the form of Tax Abatement. The Land Reutilization Authority (hereinafter referred to as "LRA"), also

a department of the SLDC, owned and maintained vacant land and buildings in the City of St. Louis for sale. One of the primary functions of LRA was to review purchase offers for city owned land and to enter into agreements for the sale of city owned land.

6. Real estate Tax Abatement is a development tool designed to assist businesses with renovation and new construction projects. Tax Abatement freezes the tax assessment in improvements to property at the pre-development level. In the City of St. Louis, it was necessary that a business owner seeking Tax Abatement for a planned development obtain the support of the Alderman of the Ward in which the development was proposed. A Letter of Support from the Alderman was required for both the SLDC and the Board of Aldermen to approve development plans and Tax Abatements within a particular Alderman's Ward.

7. Defendant **JOHN COLLINS-MUHAMMAD**, Alderman for the 21<sup>st</sup> Ward, was publicly elected, was an employee and agent of the City of St. Louis, and was paid a salary by the City of St. Louis. His duties included representing and assisting the residents of the 21<sup>st</sup> Ward and the City of St. Louis. He was first elected during 2017, and re-elected during 2021.

8. Defendant **LEWIS REED**, President of the St. Louis Board of Aldermen, was publicly elected, was an employee and agent of the City of St. Louis, and was paid a salary by the City of St. Louis. His duties included representing and assisting the residents of the City of St. Louis, and presiding over the Board of Aldermen. He was first elected during 2007, and re-elected during 2011, 2015, and 2019. He previously served as the elected 6<sup>th</sup> Ward Alderman, having first been elected during 1999. As President of the Board of Aldermen, he also served on the City's Board of Estimate and Apportionment, along with the Mayor and the Comptroller.

9. Defendant **JEFFREY BOYD**, Alderman for the 22<sup>nd</sup> Ward, was publicly elected, was an employee and agent of the City of St. Louis, and was paid a salary by the City of St. Louis. His duties included representing and assisting the residents of the 22<sup>nd</sup> Ward and the City of St. Louis. **BOYD** also served as the Chairperson of the Aldermanic Housing, Urban Development and Zoning Committee (hereinafter referred to as “HUDZ”). He was first elected Alderman during 2003, and re-elected during 2007, 2011, 2015 and 2019.

10. An individual whose identity is known to the Grand Jury (hereinafter referred to as “John Doe”) was the owner and operator of several small businesses located in both the City of St. Louis and St. Louis County. John Doe owned vacant property in defendant **JOHN COLLINS-MUHAMMAD**’s 21<sup>st</sup> Ward which he planned to develop with construction of a gas station/convenience store. John Doe sought property Tax Abatement for that planned development and needed **JOHN COLLINS-MUHAMMAD**’s support and Board of Aldermen approval for his desired property Tax Abatement. Further, John Doe sought to purchase and redevelop a commercial property owned by the City in defendant **JEFFREY BOYD**’s 22<sup>nd</sup> Ward, and sought **BOYD**’s assistance in obtaining LRA approval to purchase and redevelop the property, as well as **BOYD**’s assistance in obtaining Board of Alderman approval for a property Tax Abatement for the planned redevelopment.

## SCHEMES

### Project A, Tax Abatement For John Doe’s Redevelopment in 21<sup>st</sup> Ward.

11. On January 18, 2020, John Doe requested **JOHN COLLINS-MUHAMMAD**’s help and assistance in obtaining a property Tax Abatement for his planned gas station/convenience store development in the 21<sup>st</sup> Ward, (hereinafter referred to as “Project A”).

**COLLINS-MUHAMMAD:** "...How are things going here?"

John Doe: "Not too bad. With your help it will be phenomenal."

**COLLINS-MUHAMMAD:** "Tell me what you need."

John Doe: "Let's talk."

**JOHN COLLINS-MUHAMMAD** and John Doe then discussed John Doe's various businesses located in St. Louis, and his desire to obtain Tax Abatements and other legislative action in various Wards in the City of St. Louis, including for John Doe's Project A in **JOHN COLLINS-MUHAMMAD's** 21<sup>st</sup> Ward.

John Doe: "And then, you know, I'm here for you guys. I mean any time, you know, I'm always here for you guys."

**COLLINS-MUHAMMAD:** "Apply and I got you. I can take care of you in my Ward. How soon are you looking to build?"

John Doe: "Well, it depend on you...when you (build) the building like that, it'll be automatically they'll hit you with 15-\$20,000 property tax. Really looking forward to get..."

**COLLINS-MUHAMMAD:** "Tax Abatement."

John Doe: "Tax Abatement for good 10-15 years. As much as can give us, you know?"

**COLLINS-MUHAMMAD:** "I can do a 10 year Abatement...."

12. On January 21, 2020, **JOHN COLLINS-MUHAMMAD** provided John Doe with his Aldermanic Letter of Support for a ten-year property Tax Abatement for Project A. The Letter of Support provided the SLDC with **JOHN COLLINS-MUHAMMAD's** "...support and permission to grant real estate tax abatement...." to John Doe's company for Project A. **JOHN COLLINS-MUHAMMAD** also provided John Doe with the name of the SLDC employee to

whom John Doe was to submit the Aldermanic Letter of Support and supporting paperwork in order to obtain approval for the development plan and the promised Tax Abatement (hereinafter referred to as “Z.W.” who was the SLDC Project Manager overseeing development initiatives).

**JOHN COLLINS-MUHAMMAD** also provided John Doe with the partially prepared application for Tax Abatement which he directed John Doe to complete in order to provide to the SLDC in support of the promised Tax Abatement.

13. On January 24, 2020, **JOHN COLLINS-MUHAMMAD** met with John Doe at John Doe’s business where the two discussed the promised Tax Abatement. During the meeting, John Doe asked **JOHN COLLINS-MUHAMMAD** what he owed him for his Aldermanic Letter of Support and help in obtaining the Tax Abatement.

John Doe: “What I owe you for this?”

**COLLINS-MUHAMMAD:** “25.”

**JOHN COLLINS-MUHAMMAD** told John Doe that he would come back to the business at 4:00 that afternoon to collect the money. At approximately 4:00 p.m., on January 24, 2020, **JOHN COLLINS-MUHAMMAD** met again with John Doe at John Doe’s business, where John Doe gave **JOHN COLLINS-MUHAMMAD** the requested \$2,500 cash in exchange for his continued agreement, assistance, and use of his official position to provide the property Tax Abatement for John Doe’s Project A.

John Doe: “I really appreciate it, my man.”

**COLLINS-MUHAMMAD:** “No problem at all.”

John Doe: “You’re saving me plenty of money.”

**COLLINS-MUHAMMAD:** “That’s our job.”

John Doe: "For this...the place. You know?"

**COLLINS-MUHAMMAD:** "That's our job as an Alderman, we're supposed to help out business owners."

14. On January 31, 2020, **JOHN COLLINS-MUHAMMAD** obtained the completed Tax Abatement Application from John Doe, and advised John Doe that the approval for the planned development and Tax Abatement from the SLDC would take about one week.

**COLLINS-MUHAMMAD:** "That's it, we perfect, we perfect."

John Doe: "How long do you think it will take?"

**COLLINS-MUHAMMAD:** "Like a week. Take about a week. You'll be tax abated in 2021 going on to 2030."

15. On May 1, 2020, the SLDC requested additional information from John Doe concerning the Tax Abatement Application for Project A. John Doe received an additional form to complete regarding the Tax Abatement Application. John Doe discussed the required additional information and form with **JOHN COLLINS-MUHAMMAD** on May 12, 2020:

John Doe: "When do you think you can get to your secretary about this?"

**COLLINS-MUHAMMAD:** "I already emailed it to her (executive secretary to the Board of Aldermen)."

At that time, John Doe gave an additional **\$1,000 cash** to **JOHN COLLINS-MUHAMMAD** in exchange for his continued agreement, assistance and use of his official position to provide the property Tax Abatement for John Doe's Project A.

**COLLINS-MUHAMMAD:** "It will be done in about two days. She should have it done by Friday....She'll do whatever I ask. No questions about it....I forget, are we doing 10 years or 15 year (tax abatement)?"

John Doe: "Whatever easier for you."

**COLLINS-MUHAMMAD:** “Then we’ll make it 15.”

16. On May 19, 2020, **JOHN COLLINS-MUHAMMAD** met with John Doe and gave John Doe the partially completed Tax Abatement application, explaining to John Doe what still needed to be completed in the application.

**COLLINS-MUHAMMAD:** “Take it to [Z.W.] (at SLDC).”

John Doe: “Thank you, John.”

**COLLINS-MUHAMMAD:** “I got you.”

17. On June 17, 2020, **JOHN COLLINS-MUHAMMAD** and John Doe discussed a public official (hereinafter referred to as “Public Official One”) who **JOHN COLLINS-MUHAMMAD** claimed could obtain government contracts for John Doe’s trucking and hauling company. The two agreed to split any profits from government contracts John Doe obtained through Public Official One’s assistance. **JOHN COLLINS-MUHAMMAD** advised John Doe that he would bring Public Official One to John Doe’s business for a meeting the next day. **JOHN COLLINS-MUHAMMAD** and John Doe discussed whether John Doe should give cash to Public Official One during the meeting:

John Doe: “Should I throw him something?”

**COLLINS-MUHAMMAD:** “ Fuck yeah, you should throw him something. Yeah, you should throw him something.”

John Doe: “OK.”

**COLLINS-MUHAMMAD:** “If you don’t throw him something, he’ll never come back.”

John Doe: “No, I’ll throw him something.”

**COLLINS-MUHAMMAD:** “Throw him something.”

John Doe: “Should I give him 10 ( \$10,000)?”

**COLLINS-MUHAMMAD:** “10 is good.”

John Doe: “10,000.”

**COLLINS-MUHAMMAD:** “10 is good.”

John Doe: “I’ll give it to him tomorrow. I’ll have 10 for him and I’ll have, how much for you, John?”

**COLLINS-MUHAMMAD:** “Whatever you give me, me and you have a relationship.”

18. On June 18, 2020, **JOHN COLLINS-MUHAMMAD** introduced John Doe to Public Official One at John Doe’s business. During the meeting, they discussed obtaining government contracts for John Doe’s trucking and hauling company. During the meeting, as directed by **JOHN COLLINS-MUHAMMAD**, John Doe provided Public Official One **\$10,000 cash** in exchange for Public Official One’s agreement, assistance, and use of his official position to provide government contracts for John Doe’s trucking and hauling company. Following that meeting, John Doe paid **JOHN COLLINS-MUHAMMAD \$3,000 cash** for setting up the meeting. Shortly after the meeting, Public Official One returned to John Doe’s business and gave **JOHN COLLINS-MUHAMMAD** the \$10,000 cash from John Doe. Public Official One directed **JOHN COLLINS-MUHAMMAD** to have John Doe write two checks, each for \$5,000, to Public Official One’s Political Action Committee account, instead of the cash. John Doe then gave **JOHN COLLINS-MUHAMMAD** the two \$5,000 checks, which **COLLINS-MUHAMMAD** and John Doe then delivered to Public Official One’s close associate. On June 27, 2020, **JOHN**

**COLLINS-MUHAMMAD** told John Doe that Public Official One had requested an additional \$2,500 cash.

**COLLINS-MUHAMMAD**: “[Public Official One], he wants \$2,500...he just told me to ask...he asked for cash.”

On June 29, 2020, John Doe provided **\$2,500 cash** to **JOHN COLLINS-MUHAMMAD** who advised that he would pass the cash to Public Official One’s close associate.

John Doe: “There you go John, that’s 2500.”

**COLLINS-MUHAMMAD**: “I’ll drop it off to [Public Official One’s close associate].”

John Doe: “So, how long do you think before we get a contract from now?”

**COLLINS-MUHAMMAD**: “It should be, honestly, in the next couple months.”

.....

**COLLINS-MUHAMMAD**: “You got me and you got [Public Official One].”

On July 1, 2020, **JOHN COLLINS-MUHAMMAD** told John Doe that he had given the \$2,500 cash to Public Official One’s close associate.

**COLLINS-MUHAMMAD**: “I gave the money to [Public Official One’s close associate].”

John Doe never received the promised government contracts for his trucking/hauling company, and the two \$5,000 checks were never cashed or deposited. Further, on July 3, 2020, **JOHN COLLINS-MUHAMMAD** used the **\$2,500 cash** to purchase a 2008 Chevrolet Trailblazer automobile for his own personal use.

19. John Doe bought and sold used cars. During July, 2020, **JOHN COLLINS-MUHAMMAD** requested a car from John Doe. John Doe provided **JOHN COLLINS-MUHAMMAD**

**MUHAMMAD** with a **2016 Volkswagen CC sedan**, outfitted with a Missouri dealer's license plate. **JOHN COLLINS-MUHAMMAD** did not pay John Doe for the car, and John Doe provided the car free of charge in exchange for **JOHN COLLINS-MUHAMMAD**'s continued agreement, assistance and use of his official position to provide the promised Tax Abatement for Project A.

20. On August 27, 2020, Z.W. advised John Doe that the SLDC Board had approved and recommended the property Tax Abatement for Project A, and that it had been sent to the St. Louis Board of Aldermen for its approval.

21. Following SLDC's approval, on September 18, 2020, **JOHN COLLINS-MUHAMMAD** took legislative action and submitted Board Bill Number 108 to the Board of Aldermen. That Board Bill provided Aldermanic approval for the redevelopment plan and Tax Abatement for Project A. On November 2, 2020, **JOHN COLLINS-MUHAMMAD** requested another St. Louis Alderman who, at that time, served as the Chairperson of the Board of Alderman Neighborhood Development Committee, to "hold a committee hearing so I can get the Board Bill out for tax abatement. Bb 108." On November 24, 2020, at **JOHN COLLINS-MUHAMMAD**'s request, the Neighborhood Development Committee did in fact hold a hearing on Board Bill Number 108. **JOHN COLLINS-MUHAMMAD** appeared during the hearing, used his official authority and influence and spoke in favor of the Board Bill. Board Bill Number 108 passed out of that Committee with no objections.

22. On December 4, 2020, **JOHN COLLINS-MUHAMMAD**'s Board Bill Number 108 had its second reading before the Board of Aldermen. On December 11, 2020, **JOHN COLLINS-MUHAMMAD**'s Board Bill Number 108 was perfected by the Board of Aldermen.

23. On December 24, 2020, **JOHN COLLINS-MUHAMMAD** appeared in his official capacity as Alderman of the 21<sup>st</sup> Ward at a St. Louis City Board of Public Service hearing. During the hearing, **COLLINS-MUHAMMAD** used his official authority and influence and spoke in support of a conditional use construction permit for John Doe's Project A. The Board of Public Service issued the permit on January 8, 2021, Permit Number 128976.

24. On December 27, 2020, John Doe met with **JOHN COLLINS-MUHAMMAD** and discussed John Doe's Project A. John Doe provided **COLLINS-MUHAMMAD** a new **Apple iPhone 11**, free of charge, in exchange for **COLLINS-MUHAMMAD**'s continued agreement, support and use of his official position to provide a property Tax Abatement for John Doe's Project A.

25. Residents of **JOHN COLLINS-MUHAMMAD**'s Ward learned of Project A and the proposed Tax Abatement and, during in or about January, 2021, these residents raised concerns, complaints and strong opposition to the planned development and Tax Abatement with **JOHN COLLINS-MUHAMMAD**. Without telling John Doe, on January 14, 2021, **JOHN COLLINS-MUHAMMAD** responded to the residents' complaints by advising the residents that he would effectively remove the Tax Abatement Bill from further consideration by the Board of Aldermen:

“...I will make a motion to send Board Bill 108 back to Committee, which it would be referred back to the Committee on Neighborhood Development, from where it was heard and passed out of initially. Upon sending the Board Bill back to Committee, I will then make the motion to place Board Bill 108 on the informal calendar, which is where we place bills to die and not to be perfected and finally passed. Doing this, will halt the project...I want to make this very clear – I will not support something or do something that residents are in great disagreement with.”

On January 15, 2021, **JOHN COLLINS-MUHAMMAD** did, in fact, place Board Bill Number 108 on the Board of Alderman Informal Calendar, and the Board Bill did not move to a required third reading and final passage by the Board of Aldermen. **JOHN COLLINS-MUHAMMAD** did not tell John Doe that he had pulled the promised Tax Abatement, Board Bill Number 108, from consideration by the Board of Aldermen.

26. Between December, 2020 and February, 2021, John Doe gave **JOHN COLLINS-MUHAMMAD \$3,000 in campaign contributions** in exchange for his continued agreement, assistance, and use of his official position to provide the property Tax Abatement for John Doe's Project A. During the next several months, **JOHN COLLINS-MUHAMMAD** made repeated false representations to John Doe that Board Bill Number 108 was still moving forward in the Board of Aldermen.

27. On May 11, 2021, Z.W. advised John Doe that Board Bill Number 108 had not, in fact, been passed by the Board of Aldermen, and that it would have to be re-introduced in order to obtain the promised Tax Abatement. John Doe then communicated with **JOHN COLLINS-MUHAMMAD**, who responded to John Doe via text message that:

“...I have to re-introduce the entire board bill. Which is easy. Just change the dates on the one I already introduced. We go back to committee now....DON’T START CONSTRUCTION UNTIL THIS PASSES! Otherwise taxes are going to be high.”

John Doe then spoke with **JOHN COLLINS-MUHAMMAD**.

John Doe: “You know, I got the construction permit for the site.”

**COLLINS-MUHAMMAD:** “I know. So I need you to wait two, three weeks tops. Like I have to reintroduce this, I have to get it past committee again and then I have to go back for a third reading. If you start construction now, like if you start tomorrow, that’s gonna be the taxes, if we don’t get the Abatement through. Do not pay higher taxes on this property.”

John Doe: "I got you. Even if I do the foundation?"

**COLLINS-MUHAMMAD:** "Do not start yet."

.....

John Doe: "We can wait, if it's gonna be 2 or 3 weeks."

.....

**COLLINS-MUHAMMAD:** "You're gonna end up paying 26, \$27,000 (property taxes)."

John Doe: "I know. I know."

**COLLINS-MUHAMMAD:** "Fuck that. Fuck that. We don't want that."

John Doe: "That's right. That's right. So, tomorrow will you be able to come by to the shop?"

**COLLINS-MUHAMMAD:** "Yes I will."

John Doe: "Come down to the shop because I got a vehicle I need to give you, OK, until I change the turbo in that one, the one you've got. Alright, and I've got a package (cash) for you as well."

**COLLINS-MUHAMMAD:** "OK, brother."

28. On May 12, 2021, **JOHN COLLINS-MUHAMMAD** met with John Doe at John Doe's business. The two discussed the promised Tax Abatement for Project A, and John Doe's construction schedule:

**COLLINS-MUHAMMAD:** "Do not start yet. Wait until we pass it."

John Doe: "30,000 times 10 years, that's a lot of money."

**JOHN COLLINS-MUHAMMAD** advised John Doe that he would introduce a new Board Bill to get John Doe's Project A Tax Abatement and it would be passed by June 11, 2021. John Doe

then gave \$1,000 cash to **JOHN COLLINS-MUHAMMAD** for his continued agreement, support and use of his official position to provide a Tax Abatement for Project A, telling **JOHN COLLINS-MUHAMMAD**, “Here’s \$1,000, get it done, I’ll have a nice package for you.” **JOHN COLLINS-MUHAMMAD** readily accepted the \$1,000, and responded, “you always do.” **JOHN COLLINS-MUHAMMAD** also told John Doe that if necessary, he could extend the construction permit so that John Doe could hold off construction on the planned development until the Tax Abatement was passed by the Board of Aldermen.

29. On May 18, 2021, **JOHN COLLINS-MUHAMMAD** sent a text message to John Doe:

“New Board Bill being introduced this coming Friday for tax abatement in scattered sites within my Ward. We’re good!”

30. On May 27, 2021, **JOHN COLLINS-MUHAMMAD** took legislative action and introduced Board Bill Number 42 to the Board of Aldermen. Board Bill Number 42 provided Aldermanic approval for the development plan and Tax Abatement for Project A. In order to conceal from the concerned residents of his Ward the fact that he had submitted this new Board Bill, **JOHN COLLINS-MUHAMMAD** titled Board Bill Number 42 as if it was aimed at “scattered areas” in his Ward, when, in fact, the only property identified within the Board Bill for development and Tax Abatement was John Doe’s Project A. Board Bill Number 42 was referred to the Aldermanic Neighborhood Development Committee, and a hearing before that Committee was scheduled for June 29, 2021. On June 29, 2021, the Neighborhood Development Committee did hold a hearing on Board Bill Number 42. **JOHN COLLINS-MUHAMMAD** appeared at that hearing and used his official authority and influence to request that Board Bill Number 42 be

“tabled,” and not discussed by the committee at that time. **JOHN COLLINS-MUHAMMAD** further advised the Committee that he had submitted a different Board Bill, Board Bill Number 63, which he stated included the same property covered by Board Bill Number 42 (John Doe’s Project A property), along with a larger portion of his Ward. Board Bill Number 42, therefore, was not considered by the Committee, and did not move forward through the Board of Aldermen for approval. **JOHN COLLINS-MUHAMMAD** did not tell John Doe that he had pulled Board Bill Number 42. Instead, following the Committee meeting, **JOHN COLLINS-MUHAMMAD** sent a text message that falsely represented to John Doe that Board Bill Number 42 would receive final approval.

**COLLINS-MUHAMMAD:** “We will be done on Thursday. I’m suspending the rules to move for final perfection. And final passage on the same day. Thursday. This Thursday. Congratulations my brother. Start construction.”

31. On June 15, 2021, **JOHN COLLINS-MUHAMMAD** and John Doe discussed the automobile John Doe had provided to **JOHN COLLINS-MUHAMMAD** in exchange for his continued agreement, assistance, and use of his official position to provide a Tax Abatement for Project A.

John Doe: “How is the vehicle?”

**COLLINS-MUHAMMAD:** “Perfect.”

John Doe: “Driving good?”

**COLLINS-MUHAMMAD:** “Smooth sailing.”

.....

John Doe: “So, keep using it brother, keep using it until we get this thing going, you know, get the Tax Abatement going, then whatever you need....”

**COLLINS-MUHAMMAD:** “Start digging. Like go, man. You got the, you got the green light.”

.....

John Doe: “Keep using this one until you finish that, then tell me what you want.”

**COLLINS-MUHAMMAD:** “I love this one.”

John Doe: “OK. That’s good, I’m happy for you.”

32. **JOHN COLLINS-MUHAMMAD** had taken legislative action and introduced Board Bill Number 63 on June 25, 2021. Board Bill Number 63 provided Aldermanic approval for redevelopment and Tax Abatement for a significant portion of **JOHN COLLINS-MUHAMMAD**’s Ward, including John Doe’s Project A property. Board Bill Number 63 was referred by the Board of Aldermen to its HUDZ Committee, and a hearing before that Committee was scheduled for June 30, 2021. On June 30, 2021, HUDZ did hold a hearing on Board Bill Number 63, and **JOHN COLLINS-MUHAMMAD** appeared at the hearing. During the hearing, the St. Louis City Counselor’s Office advised that there were mandatory public notice requirements which required that the public be notified of Board Bill Number 63 before it could be considered by the Committee, and those public notice requirements had not been met by **JOHN COLLINS-MUHAMMAD**. Therefore, Board Bill Number 63 was “held” by the Committee and not voted on, and Board Bill Number 63 did not move through the Board of Aldermen for final approval.

33. On August 4, 2021, a public official (hereinafter referred to as “Public Official Two”) advised John Doe that she had been made aware of Project A in **JOHN COLLINS-MUHAMMAD**’s Ward, and that she did not support the development. She told John Doe that the

residents recently held a community meeting and were strongly opposed to the development as well. Public Official Two told John Doe that, despite her close relationship with **JOHN COLLINS-MUHAMMAD**, she disagreed with **JOHN COLLINS-MUHAMMAD** in his support of the development. Later on that same date, **JOHN COLLINS-MUHAMMAD** sent John Doe a text message:

“...Let’s talk about [Project A]. Residents are trying to start a recall on me for supporting [Project A]. They trying to kick me out of office. I have to get residents on your side so they can see that you guys are good businessmen. And good people.”

34. On August 9, 2021, John Doe spoke with K.W., a close associate of **LEWIS REED**, and requested K.W.’s assistance in getting a meeting with defendants **JOHN COLLINS-MUHAMMAD** and **LEWIS REED** in order to discuss John Doe’s ongoing desire to obtain a Tax Abatement for Project A. John Doe promised to pay K.W. for setting up the meeting.

John Doe: “I want to do the meeting with Mr. John (**JOHN COLLINS-MUHAMMAD**) and Mr. Reed (**LEWIS REED**).”

K.W.: “Listen, I got you....This is what I do.”

John Doe: “There’s a buck fifty (\$150) for you....”

K.W.: “OK.”

John Doe: “...need meeting with me, you, John, and Mr. Reed as soon as you can...Look, \$20,000 times 10, almost quarter million dollars, man.”

K.W.: “I got you.”

John Doe: “So, divided by month that’s \$2,000 a month, that I have to pay for property tax. Instead of doing that, we can take care of it between each other, you know what I mean?”

K.W.: “Right...I got you.”

35. John Doe's partner in his trucking company, S.M., had previously introduced John Doe to **LEWIS REED** on January 28, 2021, when **REED** was running for Mayor of St. Louis. On that date, **REED** agreed to help John Doe obtain Minority Business Enterprise ("MBE") certification for his trucking and hauling company, and also agreed to help John Doe get contracts for trucking and hauling on future city construction projects. In exchange for his agreement and use of his official position to assist and support John Doe in obtaining MBE certification and trucking contracts, John Doe gave **LEWIS REED \$2,000 cash**.

John Doe: "Do cash rather than checks?"

**REED:** "Yeah, that's fine, too. That'll work, yeah."

Using an automatic money counter, John Doe then counted out \$2,000.

**REED:** "That's nice."

John Doe: "Right?"

**REED:** "That...that's nice."

John Doe then provided the **\$2,000 cash to LEWIS REED**.

John Doe: "There you go my brother, that's two grand."

**REED:** "Oh, man, that's perfect."

John Doe: "Yes sir, yes sir."

S.M.: "Alright, but we're going to get our trucking thing. When you get on the trucking thing, we going definitely...."

**REED:** "OK."

John Doe: "Please."

**REED:** "Alright, listen...."

John Doe: Help us out, we need a few contracts.”

**REED:** “Done.”

John Doe: “You know, to kind of, uh, help us.”

**REED:** “Yeah.”

.....

John Doe: “We’re going to help each other for the long run.”

**REED:** “The long run. We’re gonna’ all grow together.”

Over the next several months, John Doe gave **LEWIS REED** campaign contributions totaling **\$3,500** and four additional **cash payments totaling \$4,000**, all in exchange for **REED**’s continued agreement, assistance and use of his official position to provide MBE certification and city contracts for John Doe’s trucking company. **LEWIS REED** continued to provide advice and assistance to John Doe in order for John Doe’s trucking company to receive MBE certification and contracts. While John Doe continued working to navigate the city’s administrative processes, his company never received MBE certification or contracts.

36. On August 9, 2021, John Doe spoke in a telephone conference with defendant **LEWIS REED** and K.W. and requested **LEWIS REED**’s assistance as President of the Board of Aldermen in getting the Tax Abatement for Project A.

John Doe: “I’ve been working with John Muhammed, he’s an Alderman, OK, at his Ward. I own a property in his Ward....So, I have a property there. I’m building a gas station (Project A). It’s been about a year and a half. I had a Tax Abatement going, OK?”

**REED:** “OK, OK.”

John Doe: “And about a year ago...he had the Board Bill. I don’t know what it’s called.”

**REED:** “Uh huh.”

John Doe: “Board Bill, and he was pulling it out. But this Tax Abatement will really, it’s about 18 to \$20,000 a year, you know? And he was doing it for like 10 years.”

**REED:** “Uh huh.”

John Doe: “10 years. That’s about \$200,000 you know. And every time I ask him about it, he said ‘I got it, it’s done, it’s done.’ And the reason why I’m trying to get your help on it is because my accountant told me if it’s being built then in no way can I get the Tax Abatement on it.”

**REED:** “Go ahead. He says it’s done, but you haven’t seen any record of it?”

John Doe: “Correct. Nothing being done. So, what happened, my brother, I’m trying to really get it done because I started construction, and....”

**REED:** “Oh, sheez, yeah. You need to get it (Tax Abatement) done right away.”

John Doe: “Every time I bring it to him, it’s kind of like something different. I do respect the guy. I know he’s young....”

**REED:** “yeah.”

John Doe: “You know he’s young, he’s not like us who stay on things.”

**REED:** “Yeah, yeah.”

John Doe: “So I kind of like from before when I was working with him he do have highly respect for you, you know what I mean? So I thought about bringing it over to you.”

**REED:** “Oh yeah, I’ll, I’ll... Yeah, don’t worry about it, give me the, give [K.W.] the address to it, I’m walking now I don’t have a pen or pencil with me, if you give [K.W.] the address to it then...I’ll look into it and then talk to John (**COLLINS-MUHAMMAD**) about it.”

.....

John Doe: "You know I really worked with him (**JOHN COLLINS-MUHAMMAD**) a lot, I was always there for him, I helped him out, I gave him a nice car."

**REED:** "Oh, yeah."

John Doe: "I was really there for him, you know. And now if I have this being built, and I don't have the Tax Abatement, it's like, \$20,000 a month, you know, a year I mean."

**REED:** "Yup, yup, yup. Let me do that, let me, send me the address and then let's go from there on it."

John Doe: "I will, thank you my brother, thank you for your time."

**REED:** "Don't lose any sleep right now....We may be able, I may be able to get a lot of it moving right away...."

37. On August 21, 2021, **JOHN COLLINS-MUHAMMAD** spoke with John Doe in a telephone call:

**COLLINS-MUHAMMAD:** "I wanted to talk to you about [Project A]. This is what I need...this is what I want to do. I need three more weeks to finish the Tax Abatement."

38. On August 26, 2021, a meeting was held at **LEWIS REED's** campaign headquarters in south St. Louis City. John Doe, **LEWIS REED**, K.W., and **JOHN COLLINS-MUHAMMAD** attended the meeting. Just before this meeting, **JOHN COLLINS-MUHAMMAD** and **LEWIS REED** met privately and discussed John Doe's Project A and the promised Tax Abatement. During the larger group meeting, the group discussed John Doe's proposed development and Tax Abatement for Project A.

**REED:** "Hey Brother [John Doe], by the way, this guy (**JOHN COLLINS-MUHAMMAD**)...has your back, 1000%."

**COLLINS-MUHAMMAD:** "1000%. This is my guy, that's my guy."

**REED:** “But he’s maneuvering the politics of everything, and maneuvered it quite well, too. The way he’s positioned things to encompass your project is the right way to do it. Have you been able to give him an update?”

**COLLINS-MUHAMMAD:** “The last Board Bill we did, passed. It was vetoed by Tishaura (Mayor Tishaura Jones). I’m on Tishaura’s shit list, she’s on mine too. So, that Bill was on the Tax Abatement for [John Doe’s development]. So, what I did now is introduce another Board Bill, this is Board Bill 63, and this Board Bill gives Tax Abatement to that entire area, not just [Project A]. So, any development in that area, any new development is eligible for the tax abatement. But it’s going to be hard for her to veto this one because it’s not a particular address....It’s a redevelopment plan.”

**REED:** “Yeah. And if she tries to do that we’ll override that veto. The other key point is we do not have to have authority from the Administration to move forward with Tax Abatement, the way he’s doing it now. So, it positions it very well....When we come back on the 17<sup>th</sup>, we’re gonna work with John (**COLLINS-MUHAMMAD**) and we’re gonna expedite it and get it moving and get it moved out.”

**COLLINS-MUHAMMAD:** “My plan is for this to be done in October. I need three Fridays.”

**REED:** “So, what does that do for you, with your project?”

John Doe: “The project. I’ve started....”

**REED:** “Can you slow it down some?”

**COLLINS-MUHAMMAD:** “As long as you don’t complete construction before you get the Tax Abatement.”

**REED:** “Can you slow it down a little bit?”

John Doe: “I don’t want to complete it....”

**REED:** “You don’t even want it substantially complete....Here’s the thing, for you John (**COLLINS-MUHAMMAD**), you don’t want him to have that project substantially completed.”

John Doe: “How long will it take to be done for the Abatement?”

**COLLINS-MUHAMMAD:** “October. I need three Fridays. Three Fridays in September...As long as you’re not 50% complete by October.”

.....

**REED:** “You need to find, just a piece of advice, find ways to slow your project down.”

John Doe: “I can slow it down.”

**REED:** “Because John is giving you the absolute maximum where he is going to leverage everything he has to push it through by October. But it could be the first week of November...If it’s the first week of November, I don’t want you looking at John like he’s failed you.”

.....

John Doe: “This is gonna save me at least a quarter million dollars in the tax thing, you know.”

.....

**REED:** “OK, good....Good...I want to make sure this isn’t lost. Slow it down. He’s going to try and do that October thing, because if it’s the first couple weeks in November, that’s still a massive home run for him (**JOHN COLLNS-MUHAMMAD**). Because that is still moving some shit, to get that done....The other thing is, you don’t want to be substantially complete because that just makes a heavier lift on his part.”

John Doe: “Sure, I can slow down.”

**REED:** “We’re all good.”

.....

**REED:** “Where is it sitting right now?”

**COLLINS-MUHAMMAD:** “Jeffrey (**BOYD**)’s gonna get it in and out of HUDZ.”

**REED:** “OK. Where is it sitting now? Is it in HUDZ?”

**COLLINS-MUHAMMAD:** “It’ll be sent to HUDZ.”

**REED:** "OK, cool."

**COLLINS-MUHAMMAD:** "It's on the introductory calendar."

**REED:** "Oh, oh perfect. So we'll introduce it Monday."

**COLLINS-MUHAMMAD:** "Terry (Clerk of the Board of Aldermen) had changed the number just to throw the Mayor's office off, so they won't remember 63."

**REED:** "That's beautiful, that's beautiful...So, that'll go in Monday, it'll be first read, and then from there it'll go over to Committee....Sounds like John has already talked to the Chairman (**JEFFREY BOYD**) and they're ready to expedite it out of Committee....So, I think we're all good."

.....

**REED:** "[John Doe], you've got our support, so we'll get things done for you."

John Doe: "Appreciate it."

**REED:** "You're welcome. If you need us for anything, let us know....Let me know anything, anything you need, you know we got you, we got you."

At the end of the meeting, John Doe gave **\$1,000 cash** to **LEWIS REED** in exchange for his continued agreement, assistance, and use of his official position to provide a Tax Abatement for Project A.

39. On or about September 20, 2021, **JOHN COLLINS-MUHAMMAD** advised **LEWIS REED**'s associate, K.W., by text message: "My plan is to have everything done by the end of October. Sent to HUDZ Committee. So that will be a breeze." K.W. then passed that information to John Doe.

40. On September 24, 2021, **JOHN COLLINS-MUHAMMAD** took legislative action and submitted Board Bill Number 99 to the Board of Aldermen. Board Bill Number 99 sought

Board approval to blight an area within **JOHN COLLINS-MUHAMMAD**'s Ward, including John Doe's Project A property. Board Bill Number 99 was referred by the Board of Aldermen to HUDZ, and a hearing before that Committee was scheduled for October 12, 2021. On September 28, 2021, **JOHN COLLINS-MUHAMMAD** sent a text message to John Doe,

"I'm here if you need me. Always. Sit tight. You'll be wrapped up in my ward soon....You can count on me."

41. On October 12, 2021 HUDZ held a hearing on Board Bill Number 99. **JOHN COLLINS-MUHAMMAD** appeared before the Committee, used his official authority and influence, and spoke in support of his Board Bill Number 99. The Committee approved Board Bill Number 99, and the Bill passed back to the Board of Aldermen for further review.

42. On October 15, 2021, Board Bill Number 99 received its second reading before the Board of Aldermen. On October 22, 2021, Board Bill Number 99 received Perfection from the Board of Aldermen, and on October 29, 2021, Board Bill Number 99 received its third reading before the Board. The Board of Aldermen passed Board Bill Number 99 on October 29, 2021, and **LEWIS REED** took legislative action and signed the Board Bill and submitted the Board Bill to the Mayor for final approval and signature. Board Bill 99 was issued St. Louis City Ordinance Number 71417 and became effective November 18, 2021.

43. On October 25, 2021, **JOHN COLLINS-MUHAMMAD** met with John Doe at John Doe's business. **JOHN COLLINS-MUHAMMAD** brought a blank SLDC Tax Abatement Application for Project A, and he filled out the application while at John Doe's business. **JOHN COLLINS-MUHAMMAD** told John Doe that SLDC already had the other required paperwork from the previous Tax Abatement Application that he submitted during January, 2020. **JOHN**

**COLLINS-MUHAMMAD** gave the completed application to John Doe, told him to submit it to the SLDC, and told John Doe that he would call Z.W. at SLDC to discuss the Tax Abatement Application. At the end of this meeting, John Doe gave **JOHN COLLINS-MUHAMMAD \$500 cash** in exchange for **JOHN COLLINS-MUHAMMAD**'s continued agreement, assistance, and use of his official position to provide a Tax Abatement for Project A.

John Doe: "John, thank you so much."

**COLLINS-MUHAMMAD**: "No problem, bro, I told you I got you."

John Doe: "This is very helpful. It is going to save me a lot of money, brother."

**COLLINS-MUHAMMAD**: "It is. That's a good thing...I will call [Z.W.] and tell him you are going to drop it off."

John Doe: "Yeah, I appreciate it, please."

44. On November 6, 2021, John Doe met with **LEWIS REED** and K.W. at **LEWIS REED**'s south St. Louis campaign headquarters. During the meeting, the group discussed the Tax Abatement for Project A and passage of **JOHN COLLINS-MUHAMMAD**'s Board Bill 99 by the Board of Aldermen.

**REED**: "I talked to John, and um,...so he said that he got everything done, you know, worked on paperwork and stuff like that. Just tell me what needs, where you are, what you need next, and I'll tell him to go do it."

John Doe: "That was really helpful, you know, you stepping in. I appreciate it a lot. He did tell me that it passed."

**REED**: "Yep, we got it passed out of the Board."

John Doe: "You got it passed, so now, it's the second one, you know, I don't know what it's called."

**REED**: "Which second one?"

John Doe: "It passed the first time. Which is, John said there's one more for the tax abatement to be just done."

**REED:** "You mean blighting?"

John Doe: "Blighting...here we go."

**REED:** "Blighting is part of that Bill. Everything should be done, should be out of the way now. So, the area has been blighted."

John Doe: "Sure, blighted. Here we go."

**REED:** "So, now that the area is blighted, and now you're eligible by being in that area to get your Tax Abatement. So now all you have to do is fill out that balance of paperwork."

John Doe: "John did come last week and he did fill it (Tax Abatement Application) out."

**REED:** "OK. Good."

John Doe: "And I did submit it to the LCRA and drop it off."

**REED:** "OK. You're good."

John Doe: "So, now, John was saying that there is need to go three more times in front of the Board. I think to be done, and completed?"

**REED:** "Let me find out what he's talking about. So, um, whatever it is, I'll make sure to expedite."

.....

John Doe: "This is a project that I'm going to be really, honestly saving about 20 to \$25,000 every single year."

**REED:** "Oh, good."

John Doe: "And in 10 years, that's a quarter million dollars I can be saving, you know?"

**REED:** "Yeah, yeah."

John Doe: "So, I really appreciate you, my brother."

**REED:** "Oh, no problem."

John Doe: "No, it never went that quick, it never worked like it has. It was nice."

**REED:** "OK, perfect. I told, just so you know like with the, you know, I've been in contact with John (**COLLINS-MUHAMMAD**), so I did ask him to get with you, make sure all the paperwork and everything is done. So, he came over then?"

John Doe: "He's been in touch."

**REED:** "OK."

John Doe: "I want to really take care of you, my brother. This is big time help for me and I really appreciate you, you know?"

At that point in their conversation, John Doe gave **LEWIS REED \$1,000 cash** in exchange for his continued agreement, assistance, and use of his official position to provide a Tax Abatement for Project A.

**REED:** "Oh, thank you."

John Doe: "Your help means a lot to me, you know? Without your help, I could not get my Tax Abatement which is that really helping my business, you know? So, just please stay on top of him until we finish this, you know?"

**REED:** "Absolutely....If there's anything that you need, let me know."

45. On November 27, 2021, John Doe met with **JOHN COLLINS-MUHAMMAD** to discuss the promised Tax Abatement.

John Doe: "What is the next step, right now?"

**COLLINS-MUHAMMAD:** "We're done. You're waiting for an Ordinance number. Your Bill passed out completely, I can show you (at which time **JOHN COLLINS-MUHAMMAD** pulled up a copy of the Board Bill on his cell phone to show John Doe)."

**COLLINS-MUHAMMAD:** "...with this you don't pay taxes for ten years. Yours is ten years at 90%, so you still pay 10% of whatever your original taxes was."

46. On December 8, 2021, John Doe spoke with Z.W. about the status of the Tax Abatement for Project A. Z.W. assured John Doe that **JOHN COLLINS-MUHAMMAD** was moving forward to obtain the promised Tax Abatement for Project A.

Z.W.: "I talked to Alderman Muhammad about the second phase needs to be introduced, so we're working on that one....Usually, the (development) plan and blighting study are done all at once, plan and blighting....[**JOHN COLLINS-MUHAMMAD**] blighted it separately, and now he has to do the (development) plan now. So, it's two part instead of one part. So, he's working on it. The Board Bill Alderman Boyd put in is for blighting and a (development) plan, all at once (Project B). And that's easier and quicker....So, that's what we're working on right now. Alderman Muhammad is halfway through the process."

47. **JOHN COLLINS-MUHAMMAD** submitted the redevelopment plan to the LCRA, and on December 14, 2021, the LCRA approved **JOHN COLLINS-MUHAMMAD**'s redevelopment plan for the 21<sup>st</sup> Ward, which included John Doe's Project A. The redevelopment plan included approval for up to 25 years of tax abatement (10 years of 100% tax abatement followed by 15 years of tax abatement based on 50% of the assessed value of the incremental improvements).

48. On December 18, 2021, at the request of **LEWIS REED**, John Doe met with **REED** at his campaign headquarters. **LEWIS REED** explained to John Doe that residents of **JOHN COLLINS-MUHAMMAD**'s Ward were attempting to recall him as Alderman by gathering signatures on a petition.

**REED:** "After he passed that Bill, yours, a bunch of people..."

John Doe: "...thanks to you."

**REED:** "Oh, you're welcome."

.....

**REED:** “So, people in the community got pissed, and they put a recall in on [COLLINS-MUHAMMAD]....So, his election really isn’t until 2023. But what they’re saying is that he needs to be removed from office right now because of that Bill....This is a bunch of bullshit...for whatever reason they don’t like your project or whatever....I know that we’re going to defeat ’em. We’re going to defeat ’em.”

**REED** also discussed the redrawing of the Aldermanic Districts and the upcoming reduction from 28 to 14 Wards scheduled for a March, 2023 city-wide election, which **REED** thought would benefit John Doe.

**REED:** “...which ultimately is going to be real good for you....John (COLLINS-MUHAMMAD) will control half of downtown then all the way up to the riverfront. His Ward is going to be, down through by the NGA site, some of that stuff, the properties right to the west of NGA to the riverfront and then half of downtown is what John (COLLINS-MUHAMMAD) will control in his new district.”

**REED** explained to John Doe that for the March, 2023 election, he was going to run a “unified Campaign....It’ll be my election and whoever else I’m supporting across the 14 Wards.”

**REED:** “Right now we have a majority of the Board. So of the 28 members we can deliver 20 votes, right? But we can’t override a veto yet. So, if we get to the point where we can automatically override a veto, then it doesn’t matter who’s sitting in the Mayor’s Office or anything. So, of the 14 seats that are up, we need to control 10, we’d like to control 10 of them....If we do that, we control the City at that point.”

**REED** told John Doe that to achieve the desired election results, he was going to work to collect One Million Dollars in campaign funds, and he asked John Doe to provide \$20,000.

John Doe: “I brought some (cash) with me today. What do you think for today? How much?”

**REED:** “If you can do five (\$5,000) today, or something like that, that would be a huge help.”

John Doe: “I got you. I got you. But I was really trying to get with you now, I’ve got somebody who was working on the Tax Abatement named [Z.W.]”

**REED:** “[Z.W.]? Oh, hold on a second. Let’s have a break between this conversation and that conversation. So that they’re not...legally I can’t put them together in one meeting. So, let’s finish this one, and then...talk about that.”

John Doe: “OK. Me, I don’t know too much, you know, the legal stuff and all that. And I care less about it, you know what I mean?”

**REED:** “Oh, I know.”

John Doe: “What I’m trying to do, to be honest, is to get my project together, you know?”

**REED:** “Oh, yeah, yeah.”

.....

**REED:** “So, the blighting Bill passed, so now he wants to just do...”

John Doe: “...the Tax Abatement, you know what I mean?”

**REED:** “Got you, got you.”

.....

**REED:** “So, what I’ll do, we’ll grab that other Bill and move it. Let me look at that original Bill though, let me look at the original Bill....Let me find, I’ll find out. And then, if you want to, if you want me to talk to [Z.W.] directly, I will.”

John Doe: “Sure, please, please.”

**REED:** “That’s uncustomary for me. Normally I would never do that, but for you, brother, I’ll do that, I’ll call and have a direct conversation....We go back in session, January 14 we come back in session. So, if we introduce (the Tax Abatement Bill) the 14<sup>th</sup>, I’m going to write this schedule down for you.”

**REED** then wrote out a schedule for introduction and passage of the Tax Abatement Board Bill for John Doe’s Project A. As **REED** gave John Doe the written schedule, John Doe gave **REED** \$4,000 cash in exchange for his continued agreement, assistance, and use of his official position to provide a Tax Abatement for Project A.

**REED:** “Thanks, man.”

John Doe: “Any time, my brother. I appreciate you a lot, because, you know, you helped me big time.

.....

**REED:** “That will be the schedule (for the Tax Abatement Board Bill).”

John Doe: “Here’s four (\$4,000), OK?”

**REED:** “Thank you.”

John Doe: “But please, my brother, push on (with the Tax Abatement Board Bill).”

**REED:** “Oh, absolutely. Absolutely.”

.....

John Doe: “If you communicate with John (**COLLINS-MUHAMMAD**) directly, that would be better....”

**REED:** “Oh, got it, got it, got it, got it.”

John Doe: “If you could chat with him, you know, and have him really jump on it because, you know, we always going to be for each other.”

**REED:** “Alright. Perfect, perfect, perfect. That’ll work. That’s the schedule (for the Tax Abatement Board Bill)....So, we’ll introduce it the 14<sup>th</sup>, have the first hearing between that week and then the second reading on the 22<sup>nd</sup> and final passage.”

John Doe: “Fair.”

49. On December 20, 2021, **JOHN COLLINS-MUHAMMAD** used his official authority and influence and sent an email to Z.W. and John Doe regarding the promised Tax Abatement for John Doe’s Project A.

**COLLINS-MUHAMMAD:** "...[Z.W.], Let's do what we need to do to get this done. In full transparency; I too was under the impression that the board bill I introduced granted tax abatement for this project. I want to get this done ASAP...."

50. On January 6, 2022, **JOHN COLLINS-MUHAMMAD** sent a text message to John Doe, advising that he would submit the necessary Board Bill to obtain the promised Tax Abatement for Project A.

**COLLINS-MUHAMMAD:** "We got work to finish. [Z.W.] really got me with the Board bill. I thought we were finished. I have to do another one. Which I have. [Z.W.] prepared it. But we need to finish this for your store. I hate this has taken this long Brother."

John Doe: "This is great news brother."

51. On January 10, 2022, John Doe spoke with K.W. about the promised Tax Abatement for Project A. K.W. advised John Doe that he had spoken with **LEWIS REED** who assured K.W. that the Board Bill for John Doe's Project A Tax Abatement was going to move forward in the Board of Aldermen, and that the project was a priority for **REED**.

K.W.: "[LEWIS REED] is on top of it. 'Tell [John Doe] I got him, we know what we got to do and he'll be a priority.' So, that was his words, that's what he told me."

.....

K.W.: "I'm going to follow up with John (**COLLINS-MUHAMMAD**) this morning ...I'm gonna call John and just keep it on top of his mind too. But Lewis (**REED**) says, 'tell [John Doe] we got him, I'm on top of it, we gonna take care of it.'"

.....

K.W.: "I told [LEWIS REED], I said, 'if [John Doe]'s going to be able to help you with your project (campaign funds), you've got to help him with his project (Project A Tax Abatement).' He said, 'got it, got it....'"

John Doe: "Good job. Good job."

52. On January 11, 2022, **JOHN COLLINS-MUHAMMAD** confirmed to John Doe in a text message that he would introduce the Board Bill to provide a Tax Abatement for John Doe's Project A on Friday, January 14, 2022.

**COLLINS-MUHAMMAD**: "It's set to go this Friday. We go back into session this Friday. It's ready for it."

John Doe: "That's so great my brother thank you so much"

**COLLINS-MUHAMMAD**: "I'm pissed that this has to be done over again. I'm really am. We should have been over this. I know you need this."

John Doe: "No worry brother it's on its way now."

53. On January 14, 2022, as **LEWIS REED** and **JOHN COLLINS-MUHAMMAD** had promised, **COLLINS-MUHAMMAD** took legislative action and introduced Board Bill number 152 to the Board of Aldermen to provide a Tax Abatement for John Doe's Project A. The Bill was referred to **JEFFREY BOYD**'s HUDZ Committee for further action and review. On February 22, 2022, Board Bill number 152 was heard in the HUDZ Committee, approved, and sent back to the Board of Aldermen for further review. On February 25, 2022, Board Bill number 152 had its second reading before the Board of Aldermen. On March 4, 2022, Board Bill number 152 was read again before the Board of Aldermen and perfected. On March 11, 2022, Board Bill number 152 was passed by the Board of Aldermen. **LEWIS REED** took legislative action and signed the Board Bill and submitted the Board Bill to the Mayor for final approval and signature. Board Bill 152 was issued St. Louis City Ordinance Number 71476 and became effective April 30, 2022.

54. On March 15, 2022, **COLLINS-MUHAMMAD** met with John Doe at John Doe's business. John Doe provided **\$2,000 cash** to **COLLINS-MUHAMMAD** in exchange for his continued agreement, assistance, and use of his official position to provide a Tax Abatement for Project A.

John Doe: “[K.W.] has texted me yesterday or the day before.”

**COLLINS-MUHAMMAD:** “Uh huh.”

John Doe: “He was telling me that the tax abatement was approved.”

**COLLINS-MUHAMMAD:** “Uh huh.”

John Doe: “That was some really good news, my brother, that was great work. That will save me a lot of money.”

**COLLINS-MUHAMMAD:** “It took long enough, huh?”

John Doe: “No, I mean, there were things you got to do.”

**COLLINS-MUHAMMAD:** “Shit, it took almost a year, year and a half.”

John Doe: “You got to do what you got to do, but the good thing about it, that it's being done, you know? There's a lot of money to be saved.”

John Doe then gave **JOHN COLLINS-MUHAMMAD \$2,000 cash** in exchange for his continued agreement, assistance, and use of his official position to provide a property Tax Abatement for Project A.

John Doe: “I got you 2,000 my brother, this is for, you know, the tax abatement thing.”

**COLLINS-MUHAMMAD:** “Thank you.”

John Doe: “To be honest, it's plenty money saving, you know? So, I really appreciate it, that's great work, John.”

**COLLINS-MUHAMMAD:** “I’m here to help, that’s the work we’re supposed to do.”

John Doe: “Yep, you always do, you really always do.”

55. On March 17, 2022, **LEWIS REED** met with John Doe at **REED**’s campaign headquarters. John Doe gave **\$3,000 cash** to **REED** in exchange for his continued agreement, assistance, and use of his official position to provide a Tax Abatement for Project A.

John Doe: “John (**COLLINS-MUHAMMAD**) has just told me, you know, that everything went well, that you signed it (Board Bill 152), you know?”

**REED:** “Yep, yep.”

John Doe: “And I really appreciate that. That was a great...”

**REED:** “You’re welcome.”

John Doe: “You know I get to finish the project.”

**REED:** “Good, excellent.”

John Doe: “So, I was kind of worried a little bit about, being a little late. But thanks to you, thanks to John, things came to be well.”

**REED:** “Perfect, perfect. And if you’ve got any other ones going, let us know right away, so we can help.”

John Doe: “I will, that was, that was a lots of saving my brother, that was lots of saving.”

John Doe then gave **LEWIS REED \$3,000 cash** in exchange for his continued agreement, assistance, and use of his official position to provide a property Tax Abatement for Project A.

John Doe: “I don’t want to count it over to you, that’s about three grand. I really appreciate you my brother.”

**REED:** “Oh man, thank you. Oh, thanks man, I appreciate you.”

John Doe: “Thanks to you. Thanks to you.”

**REED:** "I appreciate you."

John Doe: "No problem."

**REED:** "I appreciate you. Thank you. Thank you. And let me know if you need anything."

John Doe: "I will, I will always reach out to you or [K.W.] you know if I have anything coming up."

**COUNT 1**

56. Paragraphs 1 through 55, 72-74, and 79 of this Indictment are realleged and fully incorporated by reference as if fully set forth herein.

57. Beginning on or about January 1, 2020, and continuing to on or about March 31, 2022, in the City of St. Louis, Missouri, in the Eastern District of Missouri, and elsewhere,

**JOHN COLLINS-MUHAMMAD,**

defendant herein, being an agent of the City of St. Louis, corruptly accepted and agreed to accept, things of value from John Doe, namely a stream of cash payments, campaign contributions, an automobile, and other things of value, intending to be influenced and rewarded in connection with any business, transaction and series of transactions of the City of St. Louis involving a thing of value of \$5,000 or more, that is, John Doe's pending and proposed business and transactions with the City of St. Louis, including, but not limited to, business and transactions related to John Doe's Project A, John Doe's trucking/hauling company, and John Doe's Project B.

In violation of Title 18, United States Code, Sections 2 and 666(a)(1)(B).

**COUNT 2**

58. Paragraphs 1 through 55 of this Indictment are realleged and fully incorporated by reference as if fully set forth herein.

59. Beginning on or about January 1, 2021, and continuing to on or about March 31, 2022, in the City of St. Louis, Missouri, in the Eastern District of Missouri, and elsewhere,

**LEWIS REED,**

defendant herein, being an agent of the City of St. Louis, corruptly accepted and agreed to accept, things of value from John Doe, namely a stream of cash payments and campaign donations, intending to be influenced and rewarded in connection with a business, transaction and series of transactions of the City of St. Louis involving a thing of value of \$5,000 or more, that is, John Doe's pending and proposed business and transactions with the City of St. Louis, including, but not limited to, business and transactions related to John Doe's Project A, and John Doe's trucking/hauling company.

In violation of Title 18, United States Code, Sections 2 and 666(a)(1)(B).

**COUNT 3**

60. Paragraphs 1 through 55 of this Indictment are realleged and fully incorporated by reference as if fully set forth herein.

61. Beginning on or about January 1, 2020, and continuing to on or about March 31, 2022, at St. Louis, Missouri, in the Eastern District of Missouri, and elsewhere,

**JOHN COLLINS-MUHAMMAD,**

defendant herein, used a facility in interstate commerce, namely, a cellular telephone assigned telephone number (314) XXX-9302, with intent to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of one and more unlawful activities, namely, violations of Missouri Revised Statutes §576.020 (acceding to corruption), and § 576.040 (official misconduct), and violations of St. Louis City Code of Ordinances § 4.02.010 (private gain and gifts), and thereafter, the defendant did perform and attempt to perform an act to carry on and facilitate the promotion and carrying on of said unlawful activities.

In violation of Title 18, United States Code, Sections 2 and 1952(a)(3).

**COUNT 4**

62. Paragraphs 1 through 55 of this Indictment are realleged and fully incorporated by reference as if fully set forth herein.

63. Beginning on or about January 1, 2021, and continuing to on or about March 31, 2022, at St. Louis, Missouri, in the Eastern District of Missouri, and elsewhere,

**LEWIS REED,**

defendant herein, used a facility in interstate commerce, namely, a cellular telephone assigned telephone number (314) XXX-0660, with intent to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of one and more unlawful activities, namely, violations of Missouri Revised Statutes §576.020 (acceding to corruption), and § 576.040 (official misconduct), and violations of St. Louis City Code of Ordinances § 4.02.010 (private gain and gifts), and thereafter, the defendant did perform and attempt to perform an act to carry on and facilitate the promotion and carrying on of said unlawful activities.

In violation of Title 18, United States Code, Sections 2 and 1952(a)(3).

**COUNT 5**

64. Paragraphs 1 through 55 of this Indictment are realleged and fully incorporated by reference as if fully set forth herein.

65. Beginning in or around January, 2020, and continuing to in or around March, 2022, at St. Louis, Missouri, in the Eastern District of Missouri, and elsewhere,

**JOHN COLLINS-MUHAMMAD,**

defendant herein, together with others known and unknown to the Grand Jury, knowingly devised, intended to devise, and participated in a scheme to defraud and deprive the citizens of the 21st Ward of the City of St. Louis, and the citizens of the City of St. Louis, of their right to his honest services, as Alderman of the 21st Ward, through bribery, which scheme is further described below.

66. It was a part of the scheme that **COLLINS-MUHAMMAD** accepted a stream of cash payments, campaign contributions, an automobile, and other things of value from John Doe, and in exchange, **COLLINS-MUHAMMAD**, in his official capacity as Alderman of the 21st Ward, agreed to take legislative action to provide a real estate property Tax Abatement for John Doe's Project A.

67. It was a further part of the scheme that **COLLINS-MUHAMMAD**, in his official capacity as Alderman for the 21st Ward, used his official authority and influence and provided his Aldermanic Letter of Support for a property Tax Abatement for John Doe's Project A.

68. It was a further part of the scheme that **COLLINS-MUHAMMAD**, in his official capacity as Alderman of the 21st Ward, used his official authority and influence and had numerous communications with Z.W., Project Manager over Development Incentives for the St. Louis

Development Corporation, in order to gain approval for John Doe's Project A development as well as a Tax Abatement for Project A.

69. It was a further part of the scheme that **COLLINS-MUHAMMAD**, in his official capacity as Alderman of the 21st Ward, took legislative action and introduced and sponsored several Aldermanic Board Bills in order to obtain Ordinances which ultimately provided a property Tax Abatement for John Doe's Project A.

70. It was a further part of the scheme that **COLLINS-MUHAMMAD** concealed and failed to disclose his relationship with John Doe, and omitted material facts that he had accepted a stream of cash payments, campaign contributions, an automobile, and other things of value from John Doe, when he took legislative action and sponsored Aldermanic Board Bills which provided John Doe's Project A with a property Tax Abatement.

71. On or about December 20, 2021, at St. Louis, Missouri, in the Eastern District of Missouri, and elsewhere,

**JOHN COLLINS-MUHAMMAD,**

defendant herein, for the purpose of executing his scheme, knowingly caused to be transmitted by wire communication in interstate commerce certain writings, signs, and signals, namely, an email to [Z.W.] at the St. Louis Development Corporation, urging [Z.W.] to take action regarding the Tax Abatement for John Doe's Project A, "...Let's do what we need to do to get this done....I want to get this done ASAP," which email was processed through servers located outside Missouri.

In violation of Title 18, United States Code, Sections 2, 1343 and 1346.

**Project B: Land Purchase and Tax Abatement in 22<sup>nd</sup> Ward.**

72. On July 20, 2020, **JOHN COLLINS-MUHAMMAD** introduced John Doe to St. Louis Alderman, defendant **JEFFREY BOYD** in order for John Doe to gain **JEFFREY BOYD**'s assistance and support for John Doe's proposed purchase and development of a St. Louis City owned commercial property on Geraldine Avenue in **JEFFREY BOYD**'s Ward (hereinafter referred to as "Project B"). At that time, the property was publicly listed by the city's LRA with a value of \$50,000. On July 24, 2020, **JOHN COLLINS-MUHAMMAD** told John Doe that he could set up a meeting with **JEFFREY BOYD** to discuss the city property. The two discussed the fact that John Doe should be prepared to provide cash to **JEFFREY BOYD** for his assistance when they meet:

John Doe: "How much (cash) should I bring him?"

**COLLINS-MUHAMMAD:** "Wait first, let's, let's uh...20...2,000? 25?"

John Doe: "2,000? 2,500?"

**COLLINS-MUHAMMAD:** "No. Yeah, yeah 2,000, you can give him 2,500. That or 3. 2,000 would be good."

73. On July 25, 2020, **JOHN COLLINS-MUHAMMAD**, John Doe and **JEFFREY BOYD** met at **BOYD**'s banquet facility in the 22<sup>nd</sup> Ward. The three discussed Project B, and **BOYD** looked the property up on the internet.

**BOYD:** "Appraised at \$459,000. That's, hmm, I just want to make sure you know exactly what you're getting, I mean, I'll support you 100%."

.....

**BOYD:** "I mean, just, yeah. You bid, I'll give you a Letter of Support. Bid whatever you want to."

.....

John Doe: "And, me and John (**COLLINS-MUHAMMAD**) was talking about putting 7 – 10,000."

**BOYD**: "That's fine with me, I don't care."

John Doe: "That's cool?"

**BOYD**: "Yeah. There's 7,000, let's see what they say."

**COLLINS-MUHAMMAD**: "Now, they may counter, chances are, they gonna counter the bid, that's nothin' for that land."

John Doe: "But when they counter, like, you think you can like, go back and say...."

**BOYD**: "Yeah, absolutely. Yeah, it's all in real estate negotiations. Yeah, so you counter 7, they say, 'No, I want 17.' You know? We'll counter 17, they say, 'I want 40.'"

.....

John Doe: "So, I'll bid like 7 – \$8,000? 10,000? I'll give you my company's information, and you can...."

**BOYD**: "Yeah, just send me an email and say, 'Hey, look, I'm going to be applying for this, this is what I want to do and blah, blah, blah.' And then, I'll take what you give me and I'll do a Letter of Support. Say I support blah, blah, blah, blah and all that."

John Doe: "OK."

At the end of the meeting, John Doe, in the presence of **JOHN COLLINS-MUHAMMAD**, gave **JEFFREY BOYD \$2,500 cash** in exchange for his agreement, assistance, and use of his official position to support John Doe's effort to purchase the city owned property for John Doe's Project B. Immediately following this meeting, John Doe also gave **JOHN COLLINS-MUHAMMAD \$1,000 cash** in exchange for his help in setting up the meeting with **JEFFREY BOYD** and for his

support and assistance for Project B. On July 30, 2020, John Doe and **JOHN COLLINS-MUHAMMAD** discussed the payment to **JEFFREY BOYD**:

John Doe: "John, do you remember when you told me give him 2,000, 25? 3,000? I gave him 25, but I forgot to put it in the envelope."

**COLLINS-MUHAMMAD**: "You fine."

John Doe: "You know?"

**COLLINS-MUHAMMAD**: "You OK."

John Doe: "He be OK with that, right?"

**COLLINS-MUHAMMAD**: "You gave it to him. Soon as you gave it to him, he slapped your hand and put it in his pocket. Yeah, you're good."

74. On July 30, 2020, as requested by **JEFFREY BOYD**, John Doe sent an email which had been drafted by **JOHN COLLINS-MUHAMMAD** to **JEFFREY BOYD** providing the information concerning Project B, the LRA property which John Doe wished to purchase in his Ward.

75. On August 8, 2020, **JEFFREY BOYD** communicated with John Doe by text message concerning Project B.

**BOYD**: "How much is your offer on XXXX Geraldine?"

John Doe: "9K."

**BOYD**: "OK. Doing letter now."

John Doe: "Thank you my brother."

**BOYD**: "The letter has been emailed to [L.C.] (LRA Director of Real Estate). Have a great weekend."

John Doe: "Thank you so much."

**BOYD:** "My pleasure. I'm very PRO BUSINESS."

On August 8, 2020, despite having just met John Doe, and having accepted **\$2,500 cash** from him, **JEFFREY BOYD** used his official authority and influence and sent by email his Aldermanic Letter of Support to the LRA for Project B: "I support [John Doe's] \$9,000 offer for the purchase at XXXX Geraldine." "[John Doe] is a trusted businessman with deep ties to the community who believes in job creation for the communities he does business in. He has my full support to purchase the above-mentioned property." "I ask that the LRA Commission give [John Doe] their most favorable consideration."

76. On September 17, 2020, John Doe had a telephone conversation with **JEFFREY BOYD** concerning Project B.

**BOYD:** "...that's a huge site, and to be less than \$10,000 for that site is incredible. That's a steal. I mean, because a site like that should easily be worth \$100,000, if not 200."

John Doe: "It's a beautiful place, I looked at it and it's really nice. So if it needs some little work here and there, I'll do it after I make the purchase of it, you know?"

77. On October 6, 2020, **JEFFREY BOYD** and John Doe met at **BOYD's** banquet hall where the two discussed John Doe's Project B. During this meeting, **BOYD** telephoned LRA to discuss the property, but no one was available and he left a voice message requesting a call back. On October 7, 2020, **JEFFREY BOYD** met again with John Doe and further discussed John Doe's Project B. During the meeting the two drove to the property.

**BOYD:** "So, I'll know something next week about what's going on on Geraldine, I inquired yesterday (with LRA), they said they'll be talking about it next week."

John Doe: "Have somebody spoke with you today?"

**BOYD:** "No, I just emailed someone yesterday, and she emailed me back."

John Doe: "It's so hard to get ahold of them."

**BOYD:** "Yeah, it is."

78. On October 30, 2020, LRA counter-offered in the amount of \$33,500 for the sale of the property John Doe wanted to purchase for Project B. John Doe was required to respond to the counter-offer by November 13, 2020.

79. On November 3, 2020, **JOHN COLLINS-MUHAMMAD, JEFFREY BOYD**, and John Doe discussed Project B and LRA's counter-offer.

**COLLINS-MUHAMMAD:** "My guy, [John Doe], he got the offer letter back for Geraldine."

**BOYD:** "Uh huh."

**COLLINS-MUHAMMAD:** "And they said 33,000, so what's good?"

**BOYD:** "Right, well that's probably...2/3 of what they normally go for...um, which is, uh...again, that's the rock bottom....But what we can do is, we can have him counter-offer at 20,000 if, if he in a hurry, and they counter-offer, uh, and they reject it, I don't know if he can counter-offer again without having to go back through the B.S."

**COLLINS-MUHAMMAD:** "So, what do you think about setting a meeting between him and [L.C.]? We can do it, we can do it via Zoom, let him and [L.C.] talk before he counter-offers."

**BOYD:** "John, it ain't about just [L.C.]"

**COLLINS-MUHAMMAD:** "Eh, she...."

**BOYD:** "She don't make that call."

**COLLINS-MUHAMMAD:** "The commission's gonna go with her. But they can go to the recommendation of LRA."

**BOYD:** "Yeah, I can find out...let me work on that tomorrow."

**COLLINS-MUHAMMAD:** "That's fine."

80. On November 10, 2020, **JEFFREY BOYD** spoke with John Doe in a telephone conversation about Project B.

**BOYD:** "I did talk to [L.C.] She's supposed to get back to me, so uh, I've been, just been waiting for her to get back to me, but she made it seem like, 'oh he can afford it, you know? His financials look good and blah, blah, blah.' And I was like, 'well yeah, but we ain't doin' nothing with the building. You know?' So, she says she was gonna try to see, you know, if she could work it out where it's half of what they countered with."

John Doe: "She wanted me to respond by the 13<sup>th</sup> of this month."

.....

**BOYD:** "Let's give it till tomorrow, as far as you know her getting back to me."

81. On November 12, 2020, **JEFFREY BOYD** advised John Doe in a text message to make a specific counter-offer to LRA for purchase of the property.

**BOYD:** "Counter with \$16K. No hurry to respond by tomorrow. Will call back after 4pm."

Later that same day, **JEFFREY BOYD** made a telephone call to John Doe.

**BOYD:** "Let's see, I talked to [L.C.], she said she's gonna try to make the 16,000 work."

John Doe: "I appreciate that, my brother. That's nice."

**BOYD:** "...next week she's gonna get with, I guess, her team, you know, and she's gonna make that recommendation."

.....

John Doe: "OK."

**BOYD:** "That's the status of that, bro."

John Doe: "So, she, she OK for 16,000?"

**BOYD:** “Yeah, but you’d have to, you gotta still make the counter-offer. She told me that she would, you know, make sure that it works.”

.....

**BOYD:** “Yeah, email me what she sent you and then I’ll look at it tomorrow and, uh, and help you craft a response.”

John Doe: “OK. I really appreciate you, my brother. I thank you a lot, that’s a big, big, huge favor.”

**BOYD:** “No problem. No problem.”

82. On November 13, 2020, **JEFFREY BOYD** drafted a letter addressed to LRA for John Doe’s counter-offer to purchase the LRA property. “Dear [L.C.], Please accept this letter as my counter offer of \$16,000 for the acquisition of XXXX Geraldine.” At **JEFFREY BOYD**’s direction, John Doe submitted that letter to LRA. **JEFFREY BOYD** also used his official authority and influence and sent, by email, his Aldermanic Letter of Support for John Doe’s counter-offer to purchase the LRA property.

“Dear [L.C.]: Please accept this letter as my support for [John Doe] acquisition of XXXX Geraldine for the amount of \$16,000. I ask that staff and the LRA Commissioners give this request the most favorable consideration. Your cooperation in this matter would be greatly appreciated. If you have any questions, please feel free to contact me. Thank you for your consideration.”

83. On November 16, 2020, John Doe met with **JEFFREY BOYD** at his banquet hall. The two discussed Project B, and John Doe gave **JEFFREY BOYD \$1,000 cash** for his continued agreement, assistance and use of his official position to support John Doe’s efforts to buy the Project B property. During the meeting, **JEFFREY BOYD** telephoned L.C. to learn the status of John Doe’s counter-offer to purchase the property, but she was unavailable and he left her a voice message to call him back.

“Hey, [L.C.], Jeffrey Boyd. Uh, just calling to make sure that you on Friday, uh, the counter-offer for XXXX Geraldine and my support letter. Give me a call back letting me know. Thanks. Bye.”

84. On December 15, 2020, **JEFFREY BOYD** met with John Doe at John Doe’s business. During the meeting, the two discussed Project B.

**BOYD**: “So, um, I talked to LRA and I convinced them that, um, I need them to support what you put down. And so, I made them nervous, I said I want a link (to the next day’s scheduled LRA meeting), I want to see, I want, what’s the agenda? You know, so I put a little pressure on them.”

John Doe: “Yep. Yep.”

**BOYD**: “And, um, I confirmed today that the staff recommends 14 (\$14,000 purchase price) that you offered.”

John Doe: “OK.”

**BOYD**: “So, tomorrow is the hearing....”

John Doe: “You think we offer 16, or 14?”

**BOYD**: “Well, we got 14 on them. I thought it was 16, but we got 14 on her.”

John Doe: “Well, that’s great.”

**BOYD**: “Yeah, so I will be watching in the morning, but they told me ‘don’t call in, no you don’t have to show up to the meeting,’ and I said, ‘you sure?’ ‘No, no, no, it’d be better if you don’t show up.’ I said, ‘OK, fine, I ain’t gonna show up.’ Which really lets me know that it should be a done deal.”

John Doe: “Well, that’s really great news, my brother. I appreciate it.”

**BOYD**: “So, we’ll see you tomorrow, I’ll let you know, you know, tomorrow what happens.”

John Doe: “Sure, sure, that’s, man, that’s gorgeous.”

.....

**BOYD:** “Before I forget, so, once this deal go through and you close, depending on how much money you going to invest in the property to do what you want to do, we might want to talk about Tax Abatement.”

John Doe: “That’s fine.”

**BOYD:** “So that we keep the taxes down for the next 10 years.”

85. On December 16, 2020, at defendant **JEFFREY BOYD**’s urging and request, the LRA Director of Real Estate and the LRA Staff recommended selling the Project B property to John Doe for \$14,000, and the LRA Commission did, in fact, accept that recommendation and approve selling the property to John Doe for \$14,000 during its meeting.

86. On December 21, 2020, **JOHN COLLINS-MUHAMMAD** met with John Doe and discussed, among other things, Project B.

John Doe: “They did accept our offer, \$14,000.”

**COLLINS-MUHAMMAD:** “Good. They wanted 70 at first. Very good. That means Jeffrey came through.”

John Doe: “Oh yeah, he’s the man. He did it. What do you think when I finish with it...what should I give him...when I finalize it?”

**COLLINS MUHAMMAD:** “1,000.”

John Doe: “That’s it?”

**COLLINS-MUHAMMAD:** “Yeah.”

John Doe: “He told me he’d give me a...”

**COLLINS-MUHAMMAD:** “...Tax Abatement?”

John Doe: “Tax Abatement as well.”

**COLLINS-MUHAMMAD:** “Ask him for a little TIF funding too.”

John Doe: “TIF money? He can do that?”

**COLLINS-MUHAMMAD:** “Uh huh. That’s a big project, hell yeah.”

John Doe: “How much TIF funding you think they’ll give?”

**COLLINS-MUHAMMAD:** “30 or 40 grand.”

87. On December 23, 2020, **JEFFREY BOYD** requested John Doe make repairs to **JEFFREY BOYD**’s 2006 Chevrolet Impala automobile. Those repairs included the replacement of head lights, motor mounts, belts and hoses, a new battery, tires, and a muffler. Parts and labor totaled approximately **\$1,611** and John Doe provided these repairs for **JEFFREY BOYD** free of charge in order to obtain **JEFFREY BOYD**’s continued agreement, assistance and use of his official position to support John Doe’s Project B.

88. On December 30, 2020, **JEFFREY BOYD** picked up his Impala automobile after John Doe had made the repairs. The two discussed Project B.

**BOYD:** “Have you heard from LRA? They send you a letter yet?”

John Doe: “They sent me the letter.”

**JEFFREY BOYD** requested a copy of the automobile repair bill for the Impala, even though he did not pay for the charges. John Doe stamped the bill, “Paid.”

John Doe: “This is your copy.”

**BOYD:** “Wundebar.”

John Doe: “This is for, you know you helped me on the property so this is toward it, my brother.”

**BOYD:** “OK. I Appreciate it.”

John Doe: “Yep.”

**BOYD:** “Appreciate it.”

**JEFFREY BOYD** also requested that John Doe make repairs to his Kia van. John Doe made the requested repairs, which included replacement of tie rods, brake pads, rotors and an axle. Parts and labor totaled approximately **\$733** and John Doe provided these repairs for **JEFFREY BOYD** free of charge in order to obtain **JEFFREY BOYD**'s continued agreement, assistance and use of his official position to support John Doe's Project B. When **JEFFREY BOYD** picked up the repaired van on December 31, 2020, he and John Doe discussed Project B.

John Doe: "Here you go (handing **BOYD** the repair receipt stamped "paid"). It's paid, my brother, ok."

**BOYD**: "Right on."

John Doe: "You know your help, where you helped me over there at the property over there at Geraldine, it's big time. You understand?"

**BOYD**: "Oh, there's more to come. That's the beginning, man."

John Doe: "I really appreciate you, OK? What I did, I fixed it (the van) really good...you should be happy with it now."

89. On April 21, 2021, John Doe received a letter from SLDC conveying the property deed and closing documents for the Project B property. The letter advised that John Doe had to provide a cashier's check payable to SLDC in the amount of \$14,058 in order for SLDC to formally record the property deed.

90. On April 26, 2021, **JEFFREY BOYD** met with John Doe at John Doe's business. During the meeting, the two discussed Project B.

**BOYD**: "You home free now. You just need to give them a cashier's check, sign everything, and you're good."

John Doe: "I'm going to the bank to get a cashier's check."

.....

John Doe: "You saved me a lot of money, my brother, a lot of [expletive] money. This place, if it's (for sale) by owner, I could have paid at least quarter-million dollars for it."

**BOYD:** "Well, it's all about good relationships, you know."

John Doe: "That's right, that's right, I appreciate it, my brother, you saved me a lot of money."

.....

John Doe: "Piece of cake. If you wasn't in the picture, I'd have gone through hell."

**BOYD:** "Yeah, it's good to have a good Alderman."

John Doe: "That's right, that's right, of course."

**BOYD:** "You know I didn't hesitate, did I?"

John Doe: "I know."

At that point in the meeting, John Doe offered **JEFFREY BOYD \$2,000 cash** for his continued agreement, assistance and use of his official position to support Project B.

**BOYD:** "It's OK [John Doe], trust me, it's OK, you don't have to worry."

John Doe: "You did a lot...I know I don't have to."

**BOYD:** "I appreciate it, but you know, when I'm no longer Alderman, I want you to take my phone call."

**JEFFREY BOYD** then accepted the **\$2,000 cash**.

91. On May 19, 2021, **JEFFREY BOYD** and John Doe discussed obtaining a Tax Abatement for Project B.

John Doe: "Because I'm going to start moving on the property on Geraldine, do you think, is it a good time to give me a Letter of Support for the Tax Abatement on that?"

**BOYD:** "I already put that in."

John Doe: "You did?"

**BOYD:** "Yeah, I put that in when we talked about it a couple months ago."

John Doe: "OK, so do you think you can send me a copy?"

**BOYD:** "OK, yeah, it's an email, I'll send you a copy of the email."

92. On May 20, 2021, **JEFFREY BOYD** sent to John Doe by email an application for Tax Abatement for Project B.

**BOYD:** "Here's the application. I will start filling out what I know."

93. On May 26, 2021, **JEFFREY BOYD** and John Doe met at John Doe's business. **JEFFREY BOYD** brought the Tax Abatement application for Project B, and he continued preparation and completion of the application with John Doe's information.

**BOYD:** "Total anticipated construction cost and acquisition...and this is really where we need to kind of pump some numbers up, even if you don't spend that much."

John Doe: "OK I got you, I understand. You have done some construction, you're familiar with that, you know, put the number you think they'll accept it."

**BOYD:** "Alright, I'll fix up something."

94. On September 11, 2021, **JEFFREY BOYD** and John Doe had a telephone call to discuss the Tax Abatement application that **JEFFREY BOYD** was working on preparing for John Doe's Project B.

John Doe: "Hey, my brother."

**BOYD:** "How you doing, sir?"

John Doe: "How are you?"

**BOYD:** “Hey, I’m alright, just trying to get it in, you know, working like a Hebrew slave...Uh, so, I’ve got your paperwork pretty much complete.”

There were two questions on the Tax Abatement application which **JEFFREY BOYD** needed information from John Doe to answer. Despite the actual information provided by John Doe, **JEFFREY BOYD** included his own false information in the application.

**BOYD:** “Anticipated construction costs. Those are the only 2 questions that I have left.”

John Doe: “OK. Approximately 125 (thousand).”

**BOYD:** “About how much?”

John Doe: “125.”

**BOYD:** “No, that don’t sound good. You might want to say 300,000.”

John Doe: “Why?”

**BOYD:** “Because, for 125,000 you don’t need Tax Abatement, for 125,000.”

John Doe: “That’s fine.”

**BOYD:** “We’ll say 325 (thousand), we’ll just say 325. I mean if you’re off, you’re off.”

John Doe: “Yep, you’re right.”

**BOYD:** “And when do you project to start?”

John Doe: “You can say...November.”

**BOYD:** “I’m gonna say January. January, 2022. OK, so then I just got to take pictures and then this will be totally complete by Monday afternoon.”

95. On October 10, 2021, defendant **JEFFREY BOYD** met with John Doe at **BOYD’s** banquet hall. The two discussed the promised Tax Abatement for Project B. **BOYD** assured John

Doe that once SLDC approved the development plan, **BOYD** would submit his Board Bill for the Tax Abatement and it would get approved by the Board of Aldermen.

**BOYD**: “Once you apply, you’re good....So, I’m the Chairman of HUDZ, and it’s ND (Neighborhood Development Committee), so we gotta go to a different committee, but, I mean, Carol Howard and I, the Alderperson, that’s the chairman of that committee, we’re real good, so—you have no worries, trust me.”

John Doe: “OK.”

**BOYD**: “You know, this’ll be a cake walk. Long as the architect gives, what he gotta do, I already got everything. I can email you what I have.”

John Doe: “OK.”

96. On November 18, 2021, the LCRA approved the Project B redevelopment plan. The LCRA gave its recommendation for the redevelopment plan to both the City of St. Louis Planning Commission and to the Board of Aldermen.

97. On December 1, 2021, John Doe met with **JEFFREY BOYD** to discuss the promised Tax Abatement.

**BOYD**: “I’m moving the Board Bill on the Tax Abatement....So, I’m gonna probably have a hearing next week, with the holidays coming up and everything, we may not get through this until January, but I’m just letting you know that even though the (Tax Abatement) application ain’t in, I don’t want you to worry about that, because we’ve got everything together with that for the most part. Moving the Board Bill ’cause you can’t do nothing without a Board Bill.”

John Doe: “OK, that’s fine.”

**BOYD**: “So, wanted to give you an update that I am moving the Board Bill like I promised, and this thing should be done in January.”

98. On December 3, 2021, **JEFFREY BOYD** took legislative action and introduced Board Bill Number 143 to the Board of Aldermen which provided a 10 year Tax Abatement at 95% for John Doe’s Project B. Board Bill Number 143 was then referred by the Board of

Aldermen to the Neighborhood Development Committee for review, where it was scheduled for a hearing on January 11, 2022.

99. On December 6, 2021, John Doe met with **JEFFREY BOYD** at **BOYD**'s banquet center to discuss the promised Tax Abatement. **BOYD** had John Doe sign the Tax Abatement application **BOYD** had prepared for John Doe's Project B. **BOYD** directed John Doe to submit the Tax Abatement application to Z.W.

**BOYD**: "So, I put this together...got the pictures and the photos, everything they ask for in the (Tax Abatement) application. I have in there the site plan....I'm done with it... I'm going to scan this and give you this original stuff. What I'm gonna try and do is, I'm going to have you email it to [Z.W.]"

John Doe: "Email it to [Z.W.]?"

**BOYD**: "Yeah, that's my guy with SLDC, for the Tax Abatement."

John Doe: "Yep."

**BOYD**: "It's going to be on I think January 11 agenda, so get this in to him so he can make sure we're straight when we go for the hearing."

John Doe: "Got you. No problem."

.....

**BOYD**: "Everything should be smooth, it already passed the St. Louis LCRA....Once it gets to a Board Bill it's cleared most of the hurdles so, ain't nobody f---ing with me with a Board Bill, so it'll pass, it'll pass."

John Doe: "Thank you, that was so great, so helpful. This will save me plenty of money."

**BOYD**: "Yeah, it's gonna save you a little bit, man."

John Doe: "Next week, I can get you, right?"

**BOYD**: "Any time."

John Doe: "Next week, if we get together, I've got something for you."

**BOYD:** "Alright."

.....

John Doe: "Hopefully I'll see you next week, I'll take care of you, OK?"

**BOYD:** "Just call me."

John Doe: "I will."

100. On December 7, 2021, **JEFFREY BOYD** sent John Doe by email the completed Tax Abatement application and directed John Doe to email the application to Z.W.

**BOYD:** "[John Doe], Please find enclosed the scanned copy of the tax abatement application for [Project B]. You should email it to [Z.W.]...."

101. On December 8, 2021, at **JEFFREY BOYD**'s direction, John Doe sent by email the Tax Abatement application for Project B to Z.W., **BOYD**'s point of contact at SLDC. John Doe copied **BOYD** in that email communication. In order to conceal the fact that he had actually prepared the Tax Abatement application, and to reinforce his promised and agreed upon support for the Tax Abatement with SLDC, **BOYD** replied by email to both John Doe and Z.W. as if **BOYD** had no part in preparing the Tax Abatement application, and to advise SLDC that he had prepared the Board Bill to provide the Tax Abatement.

**BOYD:** "[John Doe], thank you for a copy of your application. A board bill has been prepared and will be heard in the Neighborhood Development Committee on January 11, 2021. Have a great day! Jeffrey L. Boyd. Alderman, 22<sup>nd</sup> Ward City of St. Louis."

102. On December 14, 2021, **JEFFREY BOYD** met with John Doe. The two discussed **JEFFREY BOYD**'s continuing support of a Tax Abatement for John Doe's Project B. John Doe

gave **JEFFREY BOYD \$1,500 cash** for submitting Board Bill Number 143 and for his continued agreement, assistance and use of his official position to provide a Tax Abatement for Project B.

John Doe: "That's for you, my brother. That's for, you know, the Tax Abatement. That's a lot of savings on that."

103. On January 11, 2022, Board Bill Number 143 had a hearing before the Neighborhood Development Committee, and the Bill passed out of the Committee on a unanimous vote, and was sent to the full Board of Aldermen for further consideration.

104. On January 12, 2022, the City of St. Louis Planning Commission, following the recommendation of the LCRA, approved the Project B development plan, and recommended approval to the Board of Aldermen.

105. On January 14, 2022, Board Bill Number 143 had its second reading before the Board of Aldermen. On January 21, 2022, Board Bill Number 143 was perfected by the Board of Aldermen, and the Bill had its third and final reading on January 28, 2022. **LEWIS REED** took official action and signed Board Bill Number 143 on January 28, 2022 and submitted the Bill to the Mayor for final approval and signature. On February 18, 2022 Board Bill 143 received St. Louis City Ordinance Number 71451, becoming effective on March 18, 2022.

106. On February 18, 2022, **JEFFREY BOYD** met with John Doe. During the meeting, the two discussed passage of the Board Bill Number 143 Tax Abatement for John Doe's Project B. John Doe gave **JEFFREY BOYD \$2,500 cash** for passing Board Bill Number 143 through the Board of Aldermen, and for his continued agreement, assistance and use of his official position to provide a Tax Abatement for Project B.

John Doe: "This is respect from me to you, you are a very respectful man."

**BOYD:** "I appreciate it."

John Doe: "I know I'm good; you are a good man. You know, and what you did for me it's, you saved me a lot of money, my brother....Here's 25 (\$2,500)."

**BOYD:** "I appreciate it."

John Doe: "No problem."

**JEFFREY BOYD** and John Doe also discussed Board Bill Number 152, **JOHN COLLINS-MUHAMMED'S** Bill to provide a Tax Abatement for John Doe's Project A. Board Bill Number 152 was scheduled for a hearing before **BOYD's** HUDZ Committee on February 22, 2022. John Doe sought **BOYD's** assistance in making sure Board Bill Number 152 won approval by the HUDZ Committee.

John Doe: "I want to ask you for something. I had a Bill, 152. I understand that it's going to come to you. So, if you can keep your eye on it."

**BOYD:** "What's that Bill for?"

John Doe: "That's for a Tax Abatement for a property that I'm building a gas station in there."

**BOYD:** "For Natural Bridge?"

John Doe: "No, XXXX Von Phul."

**BOYD:** "Who?"

John Doe: "Von Phul. You know Adelaide and 70?"

**BOYD:** "Oh, OK, yeah."

John Doe: "So it might come to you Tuesday, this coming Tuesday, if you don't mind. It's been a while, while it's been in there."

**BOYD:** "This is John's Bill, right?"

John Doe: "Yes."

**BOYD:** "I think John caught some hell about that Bill, didn't he?"

John Doe: "No, I don't think so."

**BOYD:** "No, I think they gave him a hard time...."

John Doe: "About this Bill?"

**BOYD:** "When he was running. Well, about the gas station, not about this Bill."

.....

**BOYD:** "Yeah, that's coming to my Committee."

John Doe: "It's coming Tuesday?"

**BOYD:** (Reading the Board Bill online through his cell phone) "Twenty-Five year Tax Abatement, wow. OK."

John Doe: "Is it Twenty-Five years?"

**BOYD:** "That's what it says on here, damn."

John Doe: "That's nice."

**BOYD:** "Hell, yeah. I don't see that being a problem."

.....

**BOYD:** "Yeah, I don't see that being a big problem. Unless people sign up and bitch about it, but it's gonna pass. I mean, hell, I'll make the motion to pass, I think [John] might be on HUDZ though. It'll get out of HUDZ, then it'll get to the floor, and only if some of these fucking little young white progressives act a fucking fool, you know. They can shut shit down...So, we just have to make sure that we hold our shit together. For the most part, I don't anticipate a problem."

On February 22, 2022, Board Bill number 152 was, in fact, heard by **JEFFREY BOYD's** HUDZ Committee, approved, and sent back to the Board of Aldermen where it ultimately gained final approval.

**COUNT 6**

107. Paragraphs 1 through 10 and 72 through 106 of this Indictment are realleged and fully incorporated by reference as if fully set forth herein.

108. Beginning on or about July 1, 2020, and continuing to on or about February 28, 2022, in the City of St. Louis, Missouri, in the Eastern District of Missouri, and elsewhere,

**JEFFREY BOYD,**

defendant herein, being an agent of the City of St. Louis, corruptly accepted and agreed to accept, things of value from John Doe, namely a stream of cash payments, free automobile repairs, and other things of value, intending to be influenced and rewarded in connection with any business, transaction and series of transactions of the City of St. Louis involving a thing of value of \$5,000 or more, that is, John Doe's pending and proposed business and transactions with the City of St. Louis, including, but not limited to, business and transactions related to John Doe's Project B.

In violation of Title 18, United States Code, Sections 2 and 666(a)(1)(B).

**COUNT 7**

109. Paragraphs 1 through 10 and 72 through 106 of this Indictment are realleged and fully incorporated by reference as if fully set forth herein.

110. Beginning on or about July 20, 2020, and continuing to on or about February 28, 2022, at St. Louis, Missouri, in the Eastern District of Missouri, and elsewhere,

**JEFFREY BOYD,**

defendant herein, used a facility in interstate commerce, namely, a cellular telephone assigned telephone number (314) XXX-9201, with intent to promote, manage, establish, carry on, and facilitate the promotion, management, establishment, and carrying on of one and more unlawful activities, namely, violations of Missouri Revised Statutes §576.020 (acceding to corruption), and § 576.040 (official misconduct), and violations of St. Louis City Code of Ordinances § 4.02.010 (private gain and gifts), and thereafter, the defendant did perform and attempt to perform an act to carry on and facilitate the promotion and carrying on of said unlawful activities.

In violation of Title 18, United States Code, Sections 2 and 1952(a)(3).

A TRUE BILL.

---

FOREPERSON

SAYLER A. FLEMING,  
United States Attorney

---

HAL GOLDSMITH,  
Assistant United States Attorney